

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM677080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ares Capital Corporation, as Administrative Agent		09/27/2021	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Invoice Cloud, Inc.		
<b>Street Address:</b>	35 Braintree Hill Office Park		
<b>Internal Address:</b>	Suite 303		
<b>City:</b>	Braintree		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02184		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4166013	INVOICE CLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	040896-0106		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	09/27/2021		
<b>Total Attachments: 3</b>			
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 27, 2021, by ARES CAPITAL CORPORATION, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”), in favor of INVOICE CLOUD, INC., a Delaware corporation (“Grantor”). Capitalized terms used but not defined herein have the meanings given to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, Grantor and the Administrative Agent are party to (i) that certain Pledge and Security Agreement, dated as of February 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and (ii) that certain Trademark Security Agreement, dated as of February 11, 2019 (the “Trademark Security Agreement”), whereby Grantor pledged and granted to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of Grantor’s right, title or interest in, to and under any and all of the following property, whether then owned or thereafter acquired or existing and wherever located (collectively, the “Trademark Collateral”):

all Trademarks owned by Grantor referred to on Schedule I hereto (other than any Excluded Assets), including all renewals of any of the foregoing, together with all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the of the foregoing, including Proceeds from licenses, royalties, fees, income, payments, claims, damages and suit.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 11, 2019, at Reel/Frame 6557/0277; and

WHEREAS, Grantor has requested that the Administrative Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby releases, discharges and terminates its security interest in and Lien on the Trademark Collateral, and re-assigns and re-conveys to Grantor any and all right, title or interest Administrative Agent may have in, to or under the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer as of the date first set forth above.

**ARES CAPITAL CORPORATION,**  
as Administrative Agent

By: Dipika Chanana  
Name: Dipika Chanana  
Title: Vice President

**SCHEDULE I**

**U.S. Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. / Filing Date</b>	<b>Registration No. / Registration Date</b>	<b>Class</b>	<b>Status</b>	<b>Current Owner of Record</b>
<b>INVOICE CLOUD</b>	<b>USA</b>	<b>85341766 09-JUN-2011</b>	<b>4166013 26-JUN-2012  (Supplemental Register)</b>	<b>35 36</b>	<b>Registered</b>	<b>Invoice Cloud, Inc.</b>